



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

May 8, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**IMMUNIZATION PROGRAM PROMOTORA
COLLABORATIVE PROJECT FISCAL YEAR 2003-04
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept a Letter of Intent Exhibit I from the California Department of Health Services (CDHS), Immunization Branch to support the Immunization Program Promotora Collaborative Project, effective July 1, 2003 through June 30, 2004, in the amount of \$295,000, contingent upon continued funding by the State for Fiscal Year 2003-04.
2. Delegate authority to the Director of Health Services, or his designee to sign forthcoming award from CDHS, Immunization Branch to support the Immunization Program Promotora Collaborative Project, not to exceed \$295,000, subject to review and approval by County Counsel and notification of the Board of Supervisors.
3. Approve and instruct the Director of Health Services, or his designee, to sign two amendments, substantially similar to Exhibit I, Amendment No. 5 with Esperanza Community Housing Corporation (Esperanza) and Amendment No. 1 with St. John's Well Child Center (St. John), to continue the Immunization Promotora Collaborative Project, extending the agreements for 12 additional months, effective July 1, 2003 through June 30, 2004, for a total maximum obligation of \$228,660 for Esperanza and \$30,952 for St. John, 100% offset by anticipated State funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended actions, the Board is:

- accepting a Letter of Intent (LOI) from CDHS Immunization Branch, effective July 1, 2003 through June 30, 2004, in the amount of \$295,000, to support the Immunization Program Promotora Collaborative Project, contingent upon continued funding by the State.
- authorizing the Director of Health Services, or his designee, to sign forthcoming award from CHDS Immunization Branch, not to exceed \$295,000, subject to review and approval by County Counsel and notification of the Board of Supervisors.
- authorizing the Director of Health Services, or his designee, to sign Amendment No. 5 with Esperanza and Amendment No. 1 with St. John, to extend the term of the agreement for 12 additional months, effective July 1, 2003 through June 30, 2004, contingent upon State funding.

FISCAL IMPACT/FINANCING:

The total County maximum obligation for the two amendments in Fiscal Year (FY) 2003-04 is \$259,612, (\$228,660 for Esperanza and \$30,952 for St. John), 100% offset contingent upon receipt of State Funds. There is no net County cost associated with this action. Funding for these agreements is included in the FY 2003-04 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the Board of Supervisors has authorized continuation of immunization activities and has approved agreements using State funds.

The Promotora Collaborative Project was initiated on July 1, 1998 in collaboration with the University of California at Los Angeles (UCLA) School of Public Health-Office of Public Health Practice, Esperanza and South Central Family Health Center to educate and empower 10 Latin women as "Promotora" to promote immunization education, outreach, referrals and case management, and to establish relationships with community organizations. Previous amendments for Esperanza have extended term.

In January 2002, the Los Angeles County Immunization Program (LACIP) received a Request For Application (RFA) Proposal from the California Department of Health Services (CDHS) to provide supplemental efforts to immunize high-risk infants and toddlers. The funds for this RFA were to support effective and innovative methods to increase and update the immunization status of children from birth to two years of age, especially those at increased risk of under-immunization.

On April 15, 2002, LACIP received a notice of award from CDHS for the Immunization Promotora Collaborative Project which included a continuing collaboration with Esperanza and a new collaboration with St. John.

The Honorable Board of Supervisors
May 8, 2003
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On June 18, 2002, the Board approved Amendment No. 4 to Agreement No. H-210088 with Esperanza in the amount of \$228,660, to extend their agreement for one year and approved a new agreement with St. John in the amount of \$30,952, both actions were effective July 1, 2002 through June 30, 2003, to continue the Immunization Promotora Collaborative Project.

Amendment No. 5 with Esperanza and Amendment No. 1 with St. John will extend the term of the agreement for 12 additional months, effective July 1, 2003 through June 30, 2004 contingent upon State funding.

The Department of Health Services (DHS) System Redesign will not impact the amendments as they are entirely funded by State funds.

Exhibit I has been approved as to use and form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

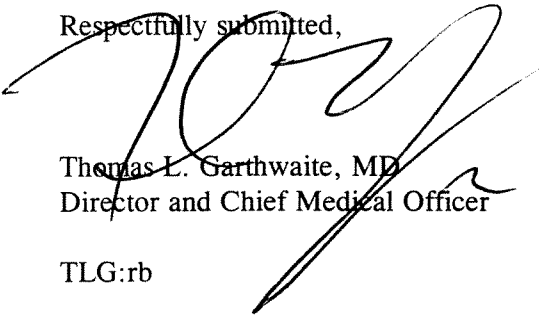
On April 15, 2002, LACIP was awarded funds under a CDHS RFA to provide supplemental efforts to immunize high-risk infants and toddlers.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will enable DHS to continue providing immunization program services to residents of Los Angeles County.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, MD
Director and Chief Medical Officer

TLG:rb

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET/CD2207.RB

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

Provision of a comprehensive immunization services program within Los Angeles County to assist in the prevention of the occurrence and transmission of vaccine-preventable diseases.

2. AGENCY ADDRESS AND CONTACT PERSON:

Immunization Branch
 California Department of Health Services
 2151 Berkeley Way, Room 712
 Berkeley, California 94704
 Attention: John L. Dunajski, Assistant Chief, Immunization Branch
 Telephone: (510) 540-2065; Facsimile/FAX: (510) 883-6015

SUBCONTRACTORS:

Esperanza Community Housing Corporation (Esperanza)	St. John Well Child Center (St. John)
2337 South Figueroa Street	514 West Adams Boulevard
Los Angeles, CA 90007	Los Angeles, California 90007
Attention: Nancy Halpern Ibrahim, Executive Director	Attention: James Mangia, Executive Director
Telephone: (323) 748-7943	Telephone: (213) 749-0947
FAX: (323) 748-9630	FAX: (213) 749-7354

3. TERM:

Esperanza Agreement No. H-210088: October 1, 1998 through June 30, 2004.
 St. John's Agreement No. H-207622: July 1, 2002 through June 30, 2004.

4. FINANCIAL INFORMATION:

The total County maximum obligation for the two amendments in Fiscal Year (FY) 2003-04, is \$259,612, (\$228,660, for Esperanza Community Housing Corporation and \$30,952, for St. John's Well Child Center), 100% offset contingent upon receipt of State Funds. There is no net County cost associated with this action. Funding for these agreements is included in the FY 2003-04 Proposed Budget.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Cheri Todoroff, M.P.H. Director, Immunization Program

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Riley Austin, Acting Chief

County Counsel (as to form): Robert E. Ragland, Senior Deputy County Counsel

EXHIBIT I

Contract No. H-210088

IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT
SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

ESPERANZA COMMUNITY HOUSING
CORPORATION (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT SERVICES", dated
September 19, 1998, and further identified as County Agreement
No. H-210088, between the County and Esperanza Community Housing
Corporation ("Contractor") and any Amendments thereto (hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend the term from July 1, 2003 through June 30,
2004; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon the date of Board approval and shall remain in full force and effect to, and including June 30, 2004.

2. Paragraph 1, TERM, of Agreement shall be amended to read as follows:

"1. TERM: This Agreement shall be effective September 19, 1998 and shall continue in full force and effect to, and including, June 30, 2004. If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2004.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the

suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph 3, DESCRIPTION OF SERVICES, shall be revised as follows:

"3. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, A-1, B, B-I, B-II, B-III, and B-IV, Scope of Work, attached hereto and incorporated herein by reference.

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY: During the period July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty-Eight Thousand, Six Hundred Sixty Dollars (\$228,660) in accordance with Schedule VI attached hereto and incorporated herein by reference."

5. Paragraph 55, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the Agreement as follows:

"55. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove:

"Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County

contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts;

"employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the

Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program

Certification Form and Application of Exception", is to be completed by the Contractor prior to Board Approval of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

6. Paragraph 56, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Agreement as follows:

"56. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

7. Paragraph 57, SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"57. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

8. Paragraph 26 ENTIRE AGREEMENT, shall be amended to read as follows:

"26. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, A-1, B, B-I, B-II, B-III, and B-IV, attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, services, or schedule, between the body of this Agreement and other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- A. Exhibits A and A-1
- B. Exhibits B, B-I, B-II, B-III and B-IV
- C. Schedules I, II, III, IV, V, and VI"

9. As of the effective date of this Amendment, wherever it appears in this Agreement, the term "Exhibit B-III" shall be replaced by the term "Exhibit B-IV", respectfully. As of July 1, 2003, Exhibit B-IV shall be added to the agreement.

10. Schedule VI, attached hereto and incorporated herein by reference, shall be added to Agreement, effective July 1, 2003.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

ESPERANZA COMMUNITY HOUSING CORPORATION
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

10/01/02
CD2239.RB

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2003-2004

ESPERANZA COMMUNITY HOUSING CORPORATION

JULY 1, 2003 through JUNE 30, 2004

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/</u> <u>% TIME</u>	<u>MONTHLY</u> <u>SALARY</u>	<u>REQUESTED</u> <u>BUDGET</u>
Administrative Director	1	208	\$30.00	6,240
Promotoras	6	2,080	\$12.00	149,760
Student Intern/Project Assistant	1	1,820	\$15.00	27,300
Student Intern/Data Analyst	1	260	\$15.00	<u>3,900</u>
Subtotal Program Staff				187,200
Employee Benefits @			15.90%	<u>29,757</u>
TOTAL PERSONNEL SERVICES				216,957
 <u>OPERATING EXPENSES</u>				
Services and Supplies				1,071
Health Education Materials				6,000
Travel				4,632
Equipment				<u>0</u>
TOTAL OPERATING EXPENSES				11,703
 TOTAL BUDGET COSTS				 <u><u>228,660</u></u>

SCOPE OF WORK (FISCAL YEAR 2003-2004)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timeliness, and are to be documented as specified.

Agency: Esperanza Community Housing Corporation - Immunization Promotora Collaborative Project

Goal: Increase immunization coverage rates by promoting timely immunizations in the Central/South Central Los Angeles community.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
1. Increase 4-3-1-3-3 immunization rates by 5% for 2-year-old children living in 90006, 90007, 90011, 90015, 90017, 90037 and 90057.	Through implementation of promotora immunization project.	Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs.
2. Increase immunization coverage rates (4-3-1-3-3) by 10% for 2-year-old patients of St. John Well Child Center.	Provide case-management services including telephone and in-home follow-up, education, immunization assessments and reminder/recall postcards to clinic patients not up-to-date.	Ongoing	Clinic Record Audit using CASA will measure this expected increase from a baseline of 52% in 2001.
3. Provide education, outreach, follow-up, referrals, and case-management to 6,000 children 0-2 years old.	Under direction of LACIP Project Manager, Contractor Promotoras conduct: 1. Door-to-door outreach. 2. Make group presentations, health fairs, and humorous immunization skit presentation. 3. Provide one-on-one education on importance of immunizations and yellow card, info. on VPD, immunization schedule, yellow card check. 4. Make referrals to free or low-cost immunization providers, free transportation and child care services, job training programs, ESL classes, etc. 5. Provide case-management for children found through outreach and home visits who are behind on immunizations.	Ongoing	1. Demographic, immunization history and follow-up data recorded in parent/child contact forms. 2. Same as above. 3. Same as above. 4. Same as above. 5. Same as above.
4. Provide case-management services to 300 St. John's patients 2 years old and younger who are identified as not up-to-date on immunizations.	Under direction of St. John's case-management coordinator, Contractor promotoras will make phone calls and home visits and provide education until child is UTD.	Ongoing	Demographic, immunization and follow-up data recorded in an automated immunization tracking system
5. Assist in contacting 100% of social and health service agencies, churches and coalitions in the target area to identify areas for collaboration to improve immunization coverage levels.	Under direction of LACIP Project Manager, Contractor Promotoras: 1. Introduce project to all agencies. 2. Form partnerships with community agencies. 3. Represent community in local coalitions and governing bodies.	Ongoing	1. Agency database that compiles info on number of agencies in target community, type of services offered, and length and type of relationship established. 2. Same as above. 3. Same as above.

SCOPE OF WORK (FISCAL YEAR 2003-2004)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timeliness, and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
6. Enhance by 10% immunization-related knowledge, attitudes, and behaviors (KAB) of parents of 2-year-old children.	<ol style="list-style-type: none">1. Provide community outreach, education, referrals, and case-management.2. Form partnerships with local agencies to advocate for changes in policies and procedures that make clinics more streamlined, extend clinic hours, improve customer service, and make health coverage programs more understandable and available.	Ongoing	<ol style="list-style-type: none">1. Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs.2. Same as above.

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Contract No. H-207622

IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT
SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and

ST. JOHN'S WELL CHILD CENTER
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT SERVICES", dated
June 18, 2002, and further identified as County Agreement No. H-
207622, between the County and St. John's Well Child Center
("Contractor") and any Amendments thereto (hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend the term from July 1, 2003 through June 30,
2004; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon date of Board approval and shall remain in full force and effect to, and including June 30, 2004.

2. Paragraph 1, TERM, of Agreement shall be amended to read as follows:

"1. TERM: This Agreement shall be effective on June 18, 2002 and shall continue in full force and effect to, and including, June 30, 2004. If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2004.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth reasons for the suspension, the extent of the

suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph 3, DESCRIPTION OF SERVICES, shall be revised as follows:

"3. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, and A-1, Scope of work, attached hereto and incorporated herein by reference.

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY: During the period July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Thirty Thousand, Nine Hundred Fifty-Two Dollars (\$30,952) in accordance with Schedule 2 attached hereto and incorporated herein by reference."

5. Paragraph 55, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the Agreement as follows:

"55. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove:

"Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County

contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the

Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program

Certification Form and Application of Exception", is to be completed by the Contractor prior to Board Approval of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

6. Paragraph 56, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Agreement as follows:

"56. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

7. Paragraph 57, SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"57. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

8. Paragraph 26 ENTIRE AGREEMENT, shall be amended to read as follows:

"26. ENTIRE AGREEMENT: The body of this Agreement, Exhibits A, and A-1 attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, services, or schedule, between the body of this Agreement and other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibits A and A-1

B. Schedules I and 2"

9. As of the effective date of this Agreement, whenever it appears in this Agreement, the term "Exhibit A shall be

replace by the term "Exhibit A-1", respectfully. As of July 1, 2003, Exhibit A-1 shall be added to the agreement.

10. Schedules 2, attached hereto and incorporated herein by reference, shall be added to Agreement, effective July 1, 2003.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

ST. JOHN'S WELL CHILD CENTER
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

10/01/02
CD2239.RB

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2003-2004

ST. JOHN'S WELL CHILD CENTER

JULY 1, 2003 through JUNE 30, 2004

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>REQUESTED BUDGET</u>
Health Care Coordinator	1	2,080	\$12.00	<u>24,960</u>
Subtotal Program Staff				24,960
Employee Benefits @			20.00%	<u>4,992</u>
TOTAL PERSONNEL SERVICES				29,952
 <u>OPERATING EXPENSES</u>				
Services and Supplies				500
Health Education Materials				0
Travel				500
Equipment				<u>0</u>
TOTAL OPERATING EXPENSES				1,000
 TOTAL BUDGET COSTS				 <u><u>30,952</u></u>

SCOPE OF WORK (FISCAL YEAR 2003-2004)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timeliness, and are to be documented as specified.

Agency: St. John's Well Child Center - Immunization Promotora Collaborative Project

Goal: Increase immunization coverage rates by promoting timely immunizations in the Central/South Central Los Angeles community.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
Increase 4-3-1-3-3 immunization rates by 5% for 2-year-old children living in 90006, 90007, 90011, 90015, 90017, 90037 and 90057.	Through implementation of promotora immunization project.	Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs.
	Provide free immunization services and referrals.	Ongoing	Database tracking number, date and type of shots given.
Increase immunization coverage rates (4-3-1-3-3) by 10% for 2-year-old patients of St. John Well Child Center.	Provide case-management services including telephone and in-home follow-up, education, immunization assessments and reminder/recall postcards to clinic patients not up-to-date.	Ongoing	Clinic Record Audit using CASA will measure this expected increase from a baseline of 52% in 2001.
	Provide free immunization services to target community.	Ongoing	Same as above.
Provide case-management services to 300 St. John's patients 2 years old and younger who are identified as not up-to-date on immunizations.	Assign list of children who missed immunization appointments to promotoras for case management.	Ongoing	Demographic, immunization and follow-up data recorded in an automated immunization tracking system.
	Mail reminder/recall postcards to families with kids not UTD.	Ongoing	Same as above.
	Make phone calls and home visits and provide education until child is UTD.	Ongoing	Same as above.
Enhance by 10% immunization-related knowledge, attitudes, and behaviors (KAB) of parents of 2-year-old children.	Community outreach, education, referrals, and case-management.	Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs.
	Provide on-site education and case-management of 0-2 year old patients behind on shots.	Ongoing	Same as above.